

RECORDATION NO. 8188-HH

SEP 15 1976 - 10 50 AM

INTERSTATE COMMERCE COMMISSION

UNITED STATES  
RAILWAY LEASING COMPANY

2200 EAST DEVON AVENUE, DES PLAINES, ILLINOIS 60018

RECORDATION NO. 8188-FF

SEP 15 1976 - 10 50 AM

RECORDATION NO. 8188-JD

SEP 15 1976 - 10 50 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 8188-HB

SEP 15 1976 - 10 50 AM

Office of the Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Date

Fee

SEP 15 1976

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ICE Washington, D. C.

Re: Third Amendment to Chattel Mortgage  
dated as of August 1, 1976

RECORDATION NO. 8188-EE

SEP 15 1976 - 10 50 AM

INTERSTATE COMMERCE COMMISSION

Gentlemen:

Delivered to you herewith for filing pursuant to Section 20c of the Interstate Commerce Act and the rules and regulations promulgated thereunder are seven (7) fully executed counterparts of the above-referenced Third Amendment, eight (8) fully executed counterparts each of two (2) separate Assignments of Lease dated as of August 1, 1976 and eight (8) fully executed counterparts each of four (4) separate Releases of Assignment of Lease dated as of August 1, 1976, all as more fully described herein.

The parties to the Third Amendment are:

Mortgagor: United States Railway Leasing Company  
2200 East Devon Avenue  
Des Plaines, Illinois 60018

Mortgagee: Continental Illinois National Bank and  
Trust Company of Chicago, as Agent  
231 South LaSalle Street  
Chicago, Illinois 60693

The railcars being removed from the lien of the Chattel Mortgage hereinafter referred to by the Third Amendment are described in Schedule A hereto, and the railcars being added to the lien of said Chattel Mortgage by the Third Amendment are described in Schedule B hereto.

The parties to the Assignments are:

Assignor: I.C.C.

United States Railway Leasing Company  
2200 East Devon Avenue  
Des Plaines, Illinois 60018

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Office of the Secretary  
Interstate Commerce Commission  
Page Two  
September 14, 1976

Assignee: Continental Illinois National Bank and  
Trust Company of Chicago, As Agent  
231 South LaSalle Street  
Chicago, Illinois 60693

The leases being assigned pursuant to the Assignments  
are described in Schedule B hereto.

The parties to the Releases are:

Releasor: Continental Illinois National Bank and  
Trust Company of Chicago, as Agent  
231 South LaSalle Street  
Chicago, Illinois 60693

Releasee: United States Railway Leasing Company  
2200 East Devon Avenue  
Des Plaines, Illinois 60018

The leases being released pursuant to the Releases  
are described in Schedule A hereto.

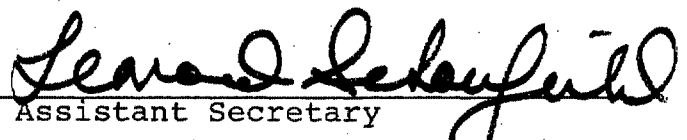
The Third Amendment, Assignments, and Releases all  
relate to that certain Chattel Mortgage (Railroad Equipment  
Security Agreement) dated as of January 19, 1976, as amended,  
between United States Railway Leasing Company and Continental  
Illinois National Bank and Trust Company of Chicago, as Agent,  
which was recorded with the Interstate Commerce Commission on  
January 22, 1976, at 1:10 p.m., as Recordation No. 8188, and  
should be filed as subfilings under that recordation number.

Enclosed is Rosenthal and Schanfield Check No. 20367,  
in the amount of \$70.00 in payment of all applicable filing  
and recording fees.

Since these documents are being delivered to you by  
hand, we would appreciate it if duly stamped and recorded  
copies of those documents not required to be kept by you are  
returned to the bearer hereof. If this is not possible, please  
return such copies to: I. Walter Deitch, 105 West Adams Street,  
Chicago, Illinois 60603.

Very truly yours,

UNITED STATES RAILWAY LEASING COMPANY

By:   
Assistant Secretary

SCHEDULE A

<u>TYPE OF CAR</u>	<u>QUANTITY</u>	<u>LESSEE</u>	<u>DATE OF LEASE</u>	<u>TERM YRS.</u>	<u>CAR NUMBER (BOTH INCLUSIVE)</u>
Box, 52'5"70 ton RBL	61	Miller Brewing Company	3-21-75, as amended	1	ARMH 787020-787080
Sideslider, 52'5"70 ton	55	Louisville, New Albany and Crystal Railroad Company	1-23-76, as amended	15	LNAC 6000-6034 LNAC 6045-6064
Boxcar, 50'6"70 ton, Single Sheathed	200	The Pickens Railroad Co.	10-7-75, as amended	15	PICK 1777-1976
Open Top Hopper Cars	100	Detroit, Toledo & Ironton Railroad Company	4-5-76	10	DTI 3000-3099

SCHEDULE B

<u>TYPE OF CAR</u>	<u>QUANTITY</u>	<u>LESSEE</u>	<u>DATE OF LEASE</u>	<u>TERM YRS.</u>	<u>CAR NUMBER</u>
Boxcar, 50'6"70 ton Single Sheathed	100	Louisville, New Albany and Corydon Railroad Company	6-15-76	15	LNAC 3011-3110
Boxcar, 50'6"70 ton Single Sheathed	50	Toledo, Peoria & Uleston Railroad Co.	5-13-76	15	TPW 70001-70050

**Interstate Commerce Commission**  
Washington, D.C. 20423

9/15/76

OFFICE OF THE SECRETARY

I. Walter Deitch  
105 West Adams Street  
Chicago, Illinois 60603

Dear

The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on 9/15/76 at 10:50am

and assigned recordation number(s)

8188-CC

8188-GG

8188-DD

8188-HH

8188-EE

8188-II

8188-FF

Sincerely yours,



Robert L. Oswald

Secretary

Enclosure(s)

SEP 15 1976 10 50 AM

ASSIGNMENT OF LEASE

WHEREAS, UNITED STATES RAILWAY LEASING COMPANY, a corporation of the State of Illinois (herein referred to as the Company), and LOUISVILLE, NEW ALBANY AND CORYDON RAILROAD COMPANY

(herein referred to as Lessee), have entered into a lease (herein called the Lease) dated June 15, 1976, providing for the lease by the Company to the Lessee of 100 box cars cars, therein described (herein referred to as the Cars); and

WHEREAS, the Lease was recorded pursuant to the provisions of Section 20c of the Interstate Commerce Act, as amended, and was assigned recordation number 8477; and

WHEREAS, CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Agent (herein referred to as Agent), at 231 South LaSalle Street, Chicago, Illinois 60693, has agreed to act as agent under a certain Chattel Mortgage (herein called Security Agreement) dated as of January 19, 1976,\* securing the various obligations of the Company defined in the Security Agreement as "indebtedness hereby secured" and the Company has agreed to assign all of its right, title and interest in and to the Lease to Agent as additional security for such obligations so defined as "indebtedness hereby secured" in the Security Agreement.

NOW, THEREFORE, for value received and upon the terms and conditions hereinafter set forth:

1. The Company, in order to secure the payment of all obligations of the Company defined in the Security Agreement as "indebtedness hereby secured" and the performance and observance of all of the covenants and agreements in the Security Agreement, in the Credit Agreement and the Notes (referred to in the Security Agreement) and in this Assignment provided to be performed or observed by the Company, does hereby sell, assign, transfer and set over to Agent all of the right, title and interest of the Company in and to the rentals and all other amounts payable by the Lessee or any other person, firm or corporation with respect to the Cars or under the Lease, except that any amount so payable shall continue to be paid to and received by the Company until and unless Agent or its successors or the Company shall notify the Lessee or any successor to its interest that an Event of Default has occurred under the terms and provisions of the Security Agreement (as therein

defined) and that the payments are thereafter to be made to Agent, or its successors; and in furtherance of this Assignment and transfer, the Company does hereby authorize and empower Agent in the event of notice of a default as aforesaid, in its own name to sue for, collect, receive and enforce all payments to be made to the Company by the Lessee under and in compliance on the part of the Lessee with the terms and provisions of the Lease, to exercise all of the rights of the Company under any of the provisions of the Lease, and in its discretion to take any action under the Lease or with respect to the Cars as the Company could have taken thereunder if it had not assigned and transferred its rights therein, provided that nothing herein shall obligate Agent to take any action under the Lease or in respect of the Cars.

2. The Company warrants and covenants (a) that on the date hereof title to the Cars and the Lease (subject to this Assignment and the rights of the Lessee under the Lease) is vested in the Company, that it has good and lawful right to grant a security interest in the Cars and to assign the Lease as provided in the Security Agreement and herein and that its right and title thereto is free (excepting only liens for ad valorem taxes not now in default) from all liens and encumbrances, subject, however, in each case to the rights of the Lessee under the Lease and to the rights of the assignee hereunder; and (b) that notwithstanding this Assignment, it will perform and comply with each and all of the covenants and conditions in the Lease set forth to be complied with by the Company. The Company will cause notice of this Assignment forthwith to be given to the Lessee (together with a copy of this Assignment).

3. The Company represents and warrants that the Lease has been duly authorized and executed by it and covenants that it will, from time to time, at the request of Agent, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as Agent may reasonably request to give effect to the provisions hereof and to confirm the right, title and interest hereby assigned and transferred to Agent or intended, so to be.

4. Pursuant to the terms of the Security Agreement and this Assignment, the Company shall not without the prior consent of Agent:

(a) terminate, modify or accept a surrender of, or offer or agree to any termination, modification, or surrender of, the Lease (except as otherwise expressly provided in the Security Agreement) or by affirmative act consent to the creation or existence of any security interest or other lien to secure the payment of indebtedness upon the leasehold estate of the Company created by the Lease; or

(b) receive or collect or permit the receipt or collection of any rental payment under the Lease prior to the date for payment thereof provided for by the Lease or assign, transfer or hypothecate (other than to the Agent under the Security Agreement) any rent payment then due or to accrue in the future under the Lease in respect of the Cars; or

(c) sell, mortgage, transfer, assign or hypothecate (other than to Agent under the Security Agreement) its interest in the Cars or any part thereof or in any amount to be received by it from the use or disposition of the Cars.


5. When the Credit (as defined in the Revolving Credit Agreement, dated as of January 19, 1976, among the Company, the Agent, as agent thereunder, and the banks parties thereto (herein called Credit Agreement)) has terminated, and upon full discharge and satisfaction of all indebtedness secured by the Security Agreement, the assignment made hereby shall terminate and all estate, right, title and interest of Agent in and to the Lease shall cease and revert to the Company. Agent agrees that upon termination of said Credit and satisfaction of the indebtedness as aforesaid or upon proper request by the Company pursuant to Section 4 of the Security Agreement, it will execute and deliver to the Company a release or reassignment of its interest hereunder as the Company may request.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed, as of the 1st day of August, 1976.

ATTEST:

UNITED STATES RAILWAY LEASING COMPANY

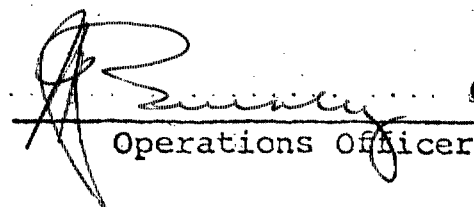
  
Assistant Secretary

By   
Vice President


ACCEPTED:

CONTINENTAL ILLINOIS NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO, as  
Agent under the Security Agreement  
and the Credit Agreement

ATTEST:

  
Operations Officer

OPERATIONS OFFICER  
By

  
Vice President



STATE OF ILLINOIS)  
 ) SS  
COUNTY OF COOK)

On this 14th day of September, 1976, before me personally  
appeared G. L. Solomonson and  
Laurence P. Prange to me personally  
known, who being by me duly sworn, say that they are, respectively,  
the Vice President and Assistant Secretary of UNITED STATES RAILWAY  
LEASING COMPANY, an Illinois corporation, that the seal affixed to  
the foregoing instrument is the corporate seal of said corporation,  
that said instrument was signed and sealed on behalf of said  
corporation by authority of its Board of Directors, and they  
acknowledge that the execution of the foregoing instrument was the  
free act and deed of said corporation.

Paula Miller

My Commission expires My Commission Expires April 16, 1979.

STATE OF ILLINOIS)  
 ) SS  
COUNTY OF COOK)

On this 14th day of September, 1976, before me personally  
appeared MAURICE G. FRIEDMAN and  
W. J. BUCKLEY to me personally  
known, who being by me duly sworn, say that they are, respectively,  
the Vice President and ~~Commercial Banking~~ <sup>OPERATIONS</sup> Officer of CONTINENTAL  
ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national  
banking association, that the seal affixed to the foregoing  
instrument is the corporate seal of said association, that said  
instrument was signed and sealed on behalf of said association by  
authority of its Board of Directors, and they acknowledged that the  
execution of the foregoing instrument was the free act and deed of  
said association.

Walter J. Buckley Jr.

My Commission expires \_\_\_\_\_.

MY COMMISSION EXPIRES FEBRUARY 2<sup>nd</sup> 1980